

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mott's LLP		01/10/2006	limited liability partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bloch & Guggenheimer, Inc.		
<b>Street Address:</b>	Four Gatehall Drive		
<b>Internal Address:</b>	Suite 110		
<b>City:</b>	Parsippany		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07054		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0751827	GRANDMA'S	
Registration Number:	2930701	GRANDMA'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)827-8185		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-807-4350		
<b>Email:</b>	trademarks@bellboyd.com		
<b>Correspondent Name:</b>	Sana Hakim		
<b>Address Line 1:</b>	P.O. Box 1135		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135		
<b>ATTORNEY DOCKET NUMBER:</b>	109709-		
<b>NAME OF SUBMITTER:</b>	Sana Hakim		

CH \$65.00 0751827

Signature:

/sana hakim/

Date:

01/11/2006

**Total Attachments: 5**

source=bg assign#page1.tif

source=bg assign#page2.tif

source=bg assign#page3.tif

source=bg assign#page4.tif

source=bg assign#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

Trademark Assignment Agreement, dated as of January 10, 2006 (this "Agreement"), by and between Mott's LLP, a Delaware limited liability partnership (the "Assignor"), and Bloch & Guggenheimer, Inc., a Delaware corporation (the "Assignee"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated as of December 22, 2005 (the "Purchase Agreement"), between the Seller and the Buyer, providing for, among other things, the sale, assignment, transfer, conveyance and delivery by Assignor of all of Assignor's right, title and interest in, to and under the Business Intellectual Property; and

WHEREAS, Assignor has agreed to sell, assign transfer, convey and deliver to the Assignee all of Assignor's right, title and interest in, to and under the marks and/or trade names set forth on Schedule A hereto, together with the goodwill of the businesses associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all of Assignor's right, title, and interest in, to and under the Marks.

2. Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive all damages from past infringements of the Marks, shall be held and enjoyed by the Assignee and its successors and assigns.

3. Further Assurances. The Assignor agrees to execute and deliver at any future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.

4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

5. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the Laws of the State of New York, without giving effect to any choice of Law or conflicts of Law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of New York.

6. Entire Agreement. This Agreement, together with the Purchase Agreement and its exhibits and schedules, set forth the entire understanding of the parties hereto with respect to the transactions contemplated by this Agreement.

7. Counterparts. This Agreement may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. The parties agree that the delivery of this Agreement may be effected by means of an exchange of facsimile signatures.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

MOIT'S LLP

By: David Gerics  
Name: David Gerics  
Title: Senior Vice President

BLOCH & GUGGENHEIMER, INC.

By: \_\_\_\_\_  
Name:  
Title:

*[Signature page to Trademark Assignment Agreement]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

MOTT'S LLP

By: \_\_\_\_\_  
Name:  
Title:

BLOCH & GUGGENHEIMER, INC.

By:   
Name: Robert C. Cantwell  
Title: Executive Vice President of Finance

*[Signature page to Trademark Assignment Agreement]*

**SCHEDULE A**

<b>Mark</b>	<b>Country</b>	<b>Serial/Reg. No.</b>
GRANDMA'S	Greece	55.937
GRANDMA'S (in Katakana and Hiragana)	Japan	2163212
GRANDMA'S	Mexico	618505
GRANDMA'S	United States	751,827
GRANDMA'S Plus Design	United States	2,930,701
GRANDMA'S	Venezuela	128.107-F

1-NY/1984199.2